

**Albert T. Schrader Jr. IRREVOCABLE TRUST
DECLARATION OF IRREVOCABLE TRUST
DATED October 18 , 2011**

This Declaration of Irrevocable Trust (hereinafter referred to as the "Trust Agreement") is made by and between Albert T. Schrader Jr. (hereinafter referred to as the "Grantor"), an adult resident of DeSoto , MS , and the Trustee(s) named in the provisions of Article One of this Trust Agreement. This Trust shall be governed by the laws of the State of MS .

**ARTICLE ONE
NAME AND PURPOSE OF TRUST AND TRUSTEE APPOINTMENTS**

A. NAME OF TRUST:

This Trust shall be known as the Albert T. Schrader Jr. IRREVOCABLE TRUST DATED October, 18 2011.

B. IRREVOCABILITY OF TRUST:

This Trust Agreement is irrevocable. I hereby relinquish all power to alter, amend or revoke this Trust Agreement in whole or in part. I each renounce for myself and my estate any interest in the principal and income of the Trust and any power to control the beneficial enjoyment of the principal or income of the Trust. The significance of the irrevocability of this Trust Agreement has been fully explained to me by my legal counsel. I intend to sever permanently any control over the assets listed in Schedule A or assets hereafter transferred to the Trust.

C. TRUST PROPERTY:

The Trust property shall include all assets transferred to the Trustee(s), including transfers made upon execution of this Trust Agreement and any and all additional assets which may be added to the Trust from time to time. All additions shall be irrevocable and shall be administered by the Trustee(s) according to the provisions of this Trust Agreement.

D. DESIGNATION OF TRUSTEE:

I designate Jean S. Hogan as the Trustee (hereinafter referred to individually and collectively as the "Trustee") of this Trust, to exercise dominion and control over any and all of the Trust assets pursuant to the terms and conditions of this Trust Agreement.

E. DESIGNATION OF ALTERNATE TRUSTEE:

In the event that Jean S. Hogan is unable or unwilling to act as Trustee, I designate Barbara Haney as successor Trustee to serve with all rights and responsibilities given to the original Trustee.

F. DESIGNATION OF SECOND ALTERNATE TRUSTEE:

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In the event that **Jean S. Hogan** and **Barbara Haney** are unable or unwilling to act as Trustee, I designate **James A. Schrader** to serve as successor Trustee, with all rights and responsibilities given to the original Trustee.

G. GRANTOR'S AUTHORITY TO REPLACE TRUSTEE WITH INDEPENDENT TRUSTEE:

Notwithstanding other provisions of this Trust Agreement, the Grantor shall retain the right to remove any Trustee, with or without cause, by notice to that Trustee, provided that upon such removal, an independent Trustee who is not a related or subordinate party as defined in §672(c) of the Internal Revenue Code of 1986, as amended, is appointed to serve as Trustee. In case of removal pursuant to the provisions of this paragraph, the independent Trustee shall be appointed in lieu of successor Trustee(s) named herein assuming responsibility as acting Trustee at the time of removal of the acting Trustee. Notice of removal shall be in writing, and shall be delivered to the Trustee being removed and to any other Trustee(s) then serving.

H. RESIGNATION OF TRUSTEE(S):

Any Trustee may resign at any time by giving at least thirty (30) days prior written notice, specifying the effective date of the resignation to any other Trustee(s) then serving, to the next primary Trustee(s), if any, to the Grantor of this Trust, if living, and to beneficiaries as may be required by state law.

I. COMPENSATION FOR TRUSTEE(S):

Except as otherwise set forth herein, my Trustee(s) are to serve without compensation, unless compensation is agreed upon by all of the remainder beneficiaries of this Trust. If a corporate Trustee serves as Trustee, the corporate Trustee shall serve with reasonable compensation in accordance with its regularly adopted fee schedule as may be in effect at the time such services are performed. All expenses of any type incurred by my Trustee(s) in carrying out duties under this Trust shall be paid for from the Trust.

J. BOND WAIVED:

No bond will be required of any Trustee of this Trust.

K. ACCOUNTING WAIVED:

The Trustee(s) shall make such accounting to the beneficiary(ies) as the Trustee(s) in the Trustee(s)' sole discretion deem advisable. Said Trustee(s) shall not be required to make any current reports or accountings to any court nor to any beneficiaries.

L. TRUSTEE DUTIES TO INFORM AND REPORT:

The Trustee(s) shall within sixty (60) days after acquiring knowledge of the creation of the Trust, notify qualified beneficiaries of the Trust's existence, of the identity of the Grantor, of the name, address, and phone number of the Trustee(s), of the right to request a copy of the Trust instrument, and of the right to a Trustee's report. The Trustee(s) shall keep the qualified beneficiaries of the Trust reasonably informed about the administration of the Trust and of the material facts necessary for them to protect their interests, including advance notification of any change in the method or rate of the Trustee's compensation. Unless unreasonable under the

circumstances, a Trustee shall promptly respond to a beneficiary's request for information related to the administration of the Trust. A beneficiary may waive the right to a Trustee's report or other information otherwise required to be furnished. A beneficiary, with respect to future reports and other information, may withdraw a waiver previously given.

M. ADMINISTRATION DURING GRANTOR'S LIFETIME:

The Trustee(s), during my lifetime, shall pay to or use for the benefit of the remainder beneficiaries of this Trust designated in Article Two, so much of the net income and principal of the Trust as the Trustee(s) deem necessary for the health, education, maintenance, and support of said remainder beneficiaries, except that no distributions shall be made which would defray my legal obligations including but not limited to the obligations of support and maintenance. Amounts of distributions to any respective beneficiary shall be in the sole discretion of the Trustee(s). Health, education, maintenance, and support shall be construed in such a manner as to be an ascertainable standard for federal estate and gift tax purposes, such that the exercise, release, or lapse of a power which is limited by this standard will not be taxable for federal estate and gift tax purposes.

N. SPENDTHRIFT PROVISION:

Neither the interest of the beneficiary(ies) nor of the Grantor of any Trust created herein shall be subject to or liable for any voluntary or involuntary anticipations, assignments, sales, pledges, debts, contracts, or liabilities of said beneficiary(ies) or Grantor, or for any of the personal liabilities of the Trustee(s), and said interest shall not be seized by my creditors or the creditors of said beneficiary(ies), nor by any creditors of the Trustee(s) as individual(s), or by anyone, by attachment, garnishment, execution or otherwise. If the Trustee(s) believe the interest of a beneficiary is threatened to be diverted in any manner from the purposes of this Trust as stated in this Trust Agreement, the Trustee(s) shall withhold the income and principal from distributions and shall apply payments in the Trustee(s) discretion in such manner as the Trustee(s) believe contributes to the maintenance, comfort, and necessities of the beneficiary(ies). Whenever the Trustee(s) are satisfied that such diversion is no longer effective or threatened, the Trustee(s) may resume any distributions of income and principal authorized. This provision shall not be construed to extend the term of this Trust. This paragraph shall not apply to any right of withdrawal or power of appointment granted elsewhere in this Trust.

ARTICLE TWO
PLAN OF DISTRIBUTION

A. PLAN OF DISTRIBUTION:

Upon the death of Grantor, and after paying or making provision for all payments and expenses directed or permitted under the provisions of this Trust Agreement, the Trustee(s) shall terminate the Trust and distribute the full remaining Trust corpus in the percentages listed below to and among the Grantor's children, namely,

Barbara Haney 14.20%; Mary Jo Nafus 14.20%; Robert J. Schrader 14.20%; Jean S. Hogan 14.20%; James A. Schrader 14.20%; Sallie Devine 14.20%; Cecilia Barber 14.20%

In the event that any child or grandchild of the Grantor shall not be living at the time of

distribution, the share of that predeceased child or grandchild shall be distributed in equal shares among the issue of such predeceased child or grandchild. In the event that such predeceased child or grandchild has no surviving issue, then said predeceased child's or grandchild's share should be equally distributed, per stirpes, among: (i) the surviving child or grandchild of the Grantor; and (ii) the issue of any other predeceased child or grandchild of Grantor leaving surviving issue.

B. DISTRIBUTIONS HELD IN TRUST:

In the event that any beneficiary, contingent beneficiary and/or distributee hereunder is under the age of twenty-five (25), the share of such beneficiary, contingent beneficiary and/or distributee hereunder shall be retained in trust (a minor's trust) under the following terms and conditions:

1. The net income of any minor's trust shall be added to principal. When the beneficiary of such minor's trust reaches the age of twenty-five (25), the Trustee shall distribute the full corpus of the minor's trust as then constituted to such beneficiary.

2. The Trustee may, in the Trustee's sole discretion, distribute such amounts of income and principal of the minor's trust to pay for any college related expenses necessary for the beneficiary to attend an accredited college or university, with the understanding that the Grantor would encourage and wish to support any beneficiary seeking a degree from an accredited college or university.

C. RULE AGAINST PERPETUITIES:

Any property interest transferred by this Trust shall vest no later than, and any power of appointment created by this Trust shall be exercisable by the designated donee only if the power is exercised prior to, twenty-one (21) years after the death of the last to die of my descendants in being at the time of my death, or ninety (90) years from the date of execution of this Declaration of Trust. If any such Trust or share shall terminate before my distribution plan and desires are completed, the Trustee(s) shall exercise those rights set forth at Arkansas Code Section 18-3-103, or its like successor, concerning the reformation of my distribution plan in order to effectuate as closely as possible that plan. If a share or Trust must be terminated pursuant to this Rule Against Perpetuities, then the principal and undistributed income of a terminated Trust or share shall be distributed to the then income beneficiaries of that Trust or share in the same proportion that the beneficiaries are entitled to receive income when the Trust or share terminates. If, at the time of such termination, the rights of income are not fixed by the terms of this Trust, distribution shall be made, by right of representation, to the persons who are entitled or authorized, in the Trustee(s)' discretion, to receive payments from the Trust or share.

D. NO CONTEST CLAUSE:

If any beneficiary under this Trust, or any person demanding to be a beneficiary, singularly or in conjunction with any other person or persons, directly or indirectly contests in any court the validity of this Trust, or the Grantor's will in whole or in part, or seeks to obtain an adjudication in any court or administrative body, that this Trust or the Grantor's will, or any provision(s) thereof is void, or opposes, objects to, or otherwise seeks to invalidate any of the

provisions of this Trust or the Grantor's will, or seeks to succeed to any part of the Grantor's estate, then the right of that person to take any interest given to him or her by this Trust shall be void, and any interest in the Trust property to which the beneficiary would otherwise have been entitled shall be distributed as part of the net proceeds of this Trust as if the taker asserting the claim had predeceased the Grantor without surviving issue. My Trustee(s) are authorized to defend, at the expense of this Trust, any and all actions brought against the Trust.

E. SURVIVORSHIP CLAUSE:

If any beneficiary dies prior to the termination of this Trust or within thirty (30) days after the date of my death, whichever is earlier, any interests which would have passed to said beneficiary under the provisions of this Trust are to be disposed of according to the plan of distribution which would have been effective under this Trust if such beneficiary had predeceased me. It is my intention that any property or interest which is distributed from this Trust as a result of any transfer authorized by the Trustee(s) prior to the death of said beneficiary will not be revoked or otherwise affected by the subsequent death of the distributee.

ARTICLE THREE
TRUSTEE POWERS, RESTRICTIONS, AND JURISDICTION

A. SPECIAL LIMITATIONS AND POWERS:

The following limitations on powers shall apply only during my lifetime:

1. No powers enumerated or accorded to Trustee(s) generally by law shall be construed to enable me, the Trustee(s), or any other person to purchase, exchange, or otherwise deal with or dispose of all or any part of the principal or income of the Trust for less than an adequate consideration in money or money's worth, or to enable me to borrow all or any part of the corpus or income of the Trust, directly or indirectly, without adequate interest or security.
2. No person, other than the Trustee(s) acting in a fiduciary capacity, shall have the power to vote or direct the voting of any stock or other securities of the Trust, to control the investment of the Trust either by directing investments or reinvestments or by vetoing proposed investments or reinvestments, or to reacquire or exchange any property of the Trust by substituting other property.
3. No distributions of principal or income shall be made to or for a beneficiary which would defray my legal obligations including, but not limited to, the obligations of support and maintenance.

B. GENERAL POWERS OF TRUSTEE(S):

Except as otherwise limited by this agreement, the Trustee(s) shall have full and complete authority to do anything necessary for the orderly and efficient administration of this Trust or any Trust created under this agreement, including all rights, powers, and authority to deal with and manage the assets of this Trust or any Trust created under this agreement that an individual

owner would have if there were no Trust and the Trustee(s) were acting as legally competent individual(s) dealing with their own property. This includes all powers now or hereafter conferred upon Trustee(s) by applicable state law. Any expenditure involved in the exercise of the Trustee(s)' powers shall be borne by the Trust. The Trustee(s)' powers shall include, but shall not be limited to the following powers:

1. To sell, convey, pledge, mortgage, lease, manage, operate, control, transfer title, divide, convert or allot the Trust property, including real and personal property, and to sell upon deferred payments; to lease for terms within or extending beyond the duration of the Trust for any purpose; to enter into covenants and agreements relating to the property so leased or any improvements which may be erected on such property.
2. To abandon or retain underproductive property, and to invest and reinvest the Trust funds in such property as the Trustee(s), in the exercise of reasonable business judgment, may deem advisable, including stock of the Trustee(s) and investments in any common Trust fund now or hereafter established by Trustee(s).
3. To retain nonproductive assets in the discretion of the Trustee(s), or in the exercise of reasonable business judgment by the Trustee(s), to abandon assets.
4. To deal with itself or affiliates, to borrow money for any purpose; to place, replace, renew or extend any encumbrance upon any Trust property by mortgage, deed of trust, pledge or otherwise, regardless of the purpose of any such action.
5. To participate in voting Trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations and, in connection therewith, to deposit securities with and transfer title and all rights and responsibilities to any protective or other committee as the Trustee(s) may deem advisable.
6. To acquire or dispose of an asset for cash or on credit, at public or private sale, and to exchange, partition, change the character of or abandon a Trust asset or any interest therein.
7. To make improvements, alterations, or ordinary or extraordinary repairs of buildings or other Trust property; to demolish any improvements; and to raze existing or erect new party walls or buildings.
8. To subdivide, develop or dedicate land to public use; to make or obtain the vacation of plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; to dedicate easements for public use without consideration; and to create restrictions, easements or other servitudes.
9. To grant an option involving disposition of a Trust asset, or to take an option for the acquisition of any asset.

10. To pay calls, assessments and any other sums chargeable or accruing against or on account of securities.
11. To sell or to exercise or not exercise, as the Trustee(s) may deem advisable, any subscription, conversion or other rights or options which may at any time attach to, belong to or be given to the holders of any stocks, bonds, securities or other instruments in the Trust estate.
12. To engage in covered call writing.
13. To buy, sell and trade in securities of any nature.
14. To hold a security in the name of a nominee or in any other form without disclosure of the Trust, so that title to the security may pass by delivery, but the Trustee(s) shall be liable for any act of the nominee in connection with the security so held.
15. To insure the assets of the Trust against damage or loss, and the Trustee(s) against liability with respect to third persons.
16. To advance money for the protection of the Trust and for all expenses, losses and liabilities sustained in the administration of the Trust or because of the holding or ownership of any Trust assets. Thereon, the Trustee(s) shall have a lien on the Trust assets for any such advances.
17. To pay or contest any claim; to settle a claim by or against the Trust by compromise, arbitration or otherwise; to release, in whole or in part, any claim belonging to the Trust to the extent that the claim is uncollectible; and to institute, compromise and defend actions and proceedings.
18. To commence or defend litigation with respect to the Trust or any property of the Trust estate as Trustee(s) may deem advisable and to employ such counsel as the Trustee(s) shall deem advisable for that purpose.
19. To enforce any mortgage, deed of Trust or pledge and, at any sale under any mortgage, deed of Trust or pledge, to bid and purchase, at the expense of the Trust, any property subject to any such security instrument.
20. To pay taxes, assessments, any compensation of Trustee(s) as allowed under other provisions of this Trust Agreement and other reasonable expenses incurred in the collection, care, administration and protection of the Trust.
21. To continue or participate in any business or other enterprise and to effect incorporation, dissolution or other change in the form of organization of the business or enterprise.
22. To determine what part of Trust property is income and what part is principal.

23. To appoint a general or special agent to act on Trustee(s)' behalf. Any power of attorney the Trustee(s) create pursuant to this power shall cease when the appointing Trustee(s) cease to act as Trustee(s).
24. To retain any property in the form in which it is received, to repair or otherwise care for any tangible personal property and to pay any shipping or other expenses relating to the property as the Trustee(s) deem advisable.
25. In addition to any power to disclaim conferred by law, any beneficiary (including the executor or administrator of a beneficiary's estate) may disclaim in whole or in part any power or interest granted to the beneficiary under this agreement. If a beneficiary disclaims any interest, then the property subject to the interest shall pass as if the beneficiary had died before becoming entitled to it.
26. The Trustee(s) may appoint one or more outside investment managers to provide discretionary investment management of all or part of the Trust's property, and may delegate investment authority to such managers with respect to the Trust property committed to manager's discretion. The Trustee(s) may compensate any such investment manager for its services without reduction of the Trustee(s)' compensation. Any such delegation shall be evidenced by an investment advisory agreement or similar document.
27. In the event any corporate Trustee(s) shall merge, consolidate with, sell, or transfer substantially all of its business assets to another corporation, state or federal, the corporation resulting from such merger or consolidation of the corporation to which it is converted or to which such sale or transfer shall be made, shall hereupon become the Trustee(s) hereunder with the same effect as though originally named.
28. Any expense incurred by the Trustee(s) in their capacity as Trustee(s) of this Trust may be charged against income or principal as the Trustee(s) shall determine in a fair and equitable manner to the extent the allocation is not covered by statute.
29. The Trustee(s) are authorized, in the Trustee(s)' absolute discretion, with respect to environmental issues that may arise with respect to any property, real or personal, at any time held under any provision of this Trust Agreement and without authorization by any court and in addition to any other rights, powers, authority and privileges granted by any other provision of this Trust Agreement or by statute or general rules of law:
- a. To use or expend the Trust income and principal to (1) conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulations thereunder; (2) take all appropriate remedial action to contain, cleanup or remove any environmental hazard including a spill, release, discharge or contamination, either on its own accord or in response to regulations thereunder; (3) defend, settle, or act upon legal proceedings brought about by any local, state, federal or foreign agency concerned with environmental law or regulations thereunder; (4) comply with any local, state or federal agency order or court order

directing an assessment, abatement or cleanup of any environmental hazards; and (5) employ agents, consultants and legal counsel to assist or perform the above undertakings or actions.

b. To disclaim, in whole or in part, any interest in property for any reason, including but not limited to a concern that such property could cause potential liability under any federal, state, local or foreign environmental law.

c. The Trustee(s) shall not be liable for any loss or depreciation in value sustained by the Trust as a result of the Trustee(s) retaining any property upon which there is later discovered to be hazardous materials or substances requiring action pursuant to any federal, state, local or foreign environmental law, unless the Trustee(s) contributed to the loss or depreciation in value through willful default, willful misconduct or gross negligence.

d. Notwithstanding any provision in this Trust Agreement to the contrary, the Trustee(s) may withhold a distribution to a beneficiary until receiving from the beneficiary an indemnification agreement in which the beneficiary agrees to indemnify the Trustee(s) against any claims filed against the Trustee(s) as "owner" or "operator" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as subsequently amended from time to time or against any regulation thereof.

30. To retain and to purchase insurance on the life of any Trust beneficiary or any person in whom a Trust beneficiary has an insurable interest, or annuity contracts for any Trust beneficiary, and to pay the premiums thereon out of such beneficiary's share or subshare of the Trust as the Trustee(s) in their discretion shall determine. The Trustee(s) are hereby specifically authorized to purchase and continue to pay premiums on any policy which insures my life, provided, however, that the Trustee(s) shall be under no obligation to pay such premiums.

31. The Trustee(s) are hereby vested with all right, title and interest in and to any policies of insurance irrevocably transferred to the Trust, and the Trustee(s) are authorized and empowered to exercise and enjoy, for the purposes of any Trust created hereunder and as absolute owner of such policies, including the right to receive dividends thereon, the right to borrow upon such policies and to pledge them for loan(s), the right to permit the policies to lapse, or to cancel, convert, exchange, terminate or surrender the policies and to demand, collect and receive the cash surrender value or other proceeds that may thereupon become available, or to replace, sell, transfer, assign or otherwise dispose of the policies, to take paid-up insurance in a reduced face amount or to take extended insurance and to apply policy reserves for that purpose, and to demand, collect and receive from the insurers all proceeds thereof. The insurance companies which have issued such policies are hereby authorized and directed to recognize the Trustee(s) as absolute owner of such policies of insurance and as fully entitled to all options, rights, privileges and interests under such policies. Any receipts, releases, or other instruments executed by the Trustee(s) in connection with such policies shall be binding and conclusive upon the insurance companies and upon all persons interested in this Trust. I hereby relinquish all rights and powers in such policies of insurance, and will, at the request of the Trustee(s), execute all other instruments reasonably required to effectuate this relinquishment.

32. The Trustee(s) shall be under no duty to pay premiums, assessments, or other charges necessary to keep any policy owned by the Trust in force, and shall incur no liability to any Trust beneficiary or other person if the Trustee(s) permit any such policy to lapse or become uncollectible for any reason. If any insured under such policy or policies of insurance becomes totally and permanently disabled within the meaning of such policies, and due to such disability the payment of any premiums shall, during the pendency of such disability, be waived, the Trustee(s), upon receipt of such information, shall promptly notify the insurance companies which have issued such policies and shall take any and all steps necessary to make such waiver of premium provision effective. The Trustee(s) shall make every effort to pay premiums or charges necessary to keep insurance in force if the Trustee(s) deem the same to be prudent, but shall not be required to do so. If the funds available from current contributions to the Trust are insufficient, then the Trustee(s) may pay, in his or her discretion, any or all premiums or charges (a) from the principal of the Trust, (b) by borrowing on any of the insurance policies contained in the Trust, (c) by applying the dividends on any of said policies, or (d) by surrendering any of said policies for their cash surrender value. The Trustee(s) may, in the Trustee(s)' discretion, notify me, or the person insured by any such insurance policy, or the beneficiaries hereunder, of the amount necessary to pay such premiums or other charges. Any funds furnished to the Trustee(s) as a result of such notice shall be applied to such premiums and other charges, and any excess amounts shall be regarded as voluntary additions to the principal of the Trust. Nothing herein shall be construed as a covenant by me to pay the premiums or other charges on any policy at any time constituting part of the Trust. The Trustee(s) may, in his or her discretion, convert any policy on which premiums have not been paid due to insufficient funds, into a paid-up policy.

33. Upon the death of any person insured by a policy owned by the Trustee(s) of this Trust, the Trustee(s) shall make a reasonable effort to collect the proceeds of all insurance policies or annuity contracts that become payable to the Trustee(s) pursuant to the terms and provisions of this agreement. The Trustee(s) shall not be entitled to reimbursement from my estate or from any other person for the amount of any indebtedness or interest herein that shall be a charge against the proceeds of any such policies. The Trustee(s) are hereby authorized to make all necessary proofs of death under such policies, to execute and deliver any and all receipts and releases for the net proceeds thereof, to institute any action, suit or proceeding to collect such net proceeds, and to pay from the Trust principal or income all expenses thereof, including court costs and legal fees and to do and perform any and all other acts that the Trustee(s) shall deem necessary or advisable to collect the net proceeds provided, however, that the Trustee(s) shall not be under any obligation or duty to institute such action, suits, or proceedings unless it shall be advisable in the opinion of the Trustee(s)' counsel and unless the Trustee(s) shall have either adequate funds from the Trust with which to pay the expenses of the actions, suits or proceedings or indemnification to the Trustee(s)' satisfaction against such expenses. Upon payment to the Trustee(s) of the proceeds due under any such policy, the insurer shall be relieved of any responsibility to see the application or disposition of those proceeds.

34. The Trustee(s) shall not, under any circumstances, be liable or accountable for any loss that may result from the good faith exercise of the authority granted herein. Any loss or damage accruing to the Trust as a result of the exercise of any discretion by the Trustee(s) shall not be charged or imputed to the Trustee(s) except upon a showing of bad faith or failure to use

the same care and judgment prudent business people apply to their own affairs.

C. DEALINGS WITH GRANTOR'S ESTATE:

The Trustee(s) may, within his or her discretion, sell or purchase assets and lend or borrow money to or from the personal representative(s) of my estate and to and from the Trustee(s) of any other Trusts created by me. Any sales or purchases shall be made at the fair market value of the asset, and any loans or borrowings shall be with adequate security at the prevailing rate of interest. If the assets of this Trust are included in my estate for federal estate tax purposes and/or state inheritance or estate tax purposes, at the written request of the personal representative(s) of my estate or the trustee(s) of my revocable living trust, the Trustee(s) may disburse to said personal representative(s) or trustee(s) an amount equal to the total of such death taxes multiplied by a fraction the numerator of which is the assets of this Trust included in the estate for death tax purposes and the denominator of which is the gross assets included in such estate for death tax purposes.

D. CHANGE OF SITUS:

The Trustee(s) may at any time change the situs of the Trust for any reason which the Trustee(s) deem to be in the best interests of the Trust, including ease of administration and favorable tax advantages.

E. APPLICABLE LAW:

This Trust Agreement shall be construed and administered according to the laws of the State of MS. However, if the Trustee(s) change the situs of the Trust to another jurisdiction, this agreement shall be construed and administered according to the laws of the new situs.

F. SINGULAR/PLURAL, GENDER AND DEFINITIONS OF COMMON TERMS:

Wherever the context requires, the singular includes the plural, and the masculine includes the feminine and neuter. The words "child", "children", "grandchild" and "grandchildren" shall include legally adopted children and grandchildren and children and grandchildren born or adopted before or after the execution of this Trust, but shall not include stepchildren or step grandchildren who have not been legally adopted. Also, in construing this Trust, the terms "lineal descendants" and "issue" shall include legally adopted lineal descendants and issue and lineal descendants and issue born or adopted before or after the execution of this Trust.

The phrases "issue by right of representation" and "issue by representation" shall mean lineal blood descendants and legally adopted descendants, *per stirpes*. The phrase "his/her and/or their issue by representation" shall be interpreted so that if a beneficiary of this Trust is alive at the applicable date, the beneficiary's share is distributed to said beneficiary and issue do not take as beneficiaries, but if a beneficiary of this Trust is deceased as of the applicable date and the Trust provisions provide that the beneficiary's "issue by representation" take the deceased beneficiary's share, then that beneficiary's lineal descendants, *per stirpes*, take, inherit, and/or benefit as the deceased beneficiary's issue by representation or issue by right of representation. Issue shall mean lineal blood descendants and legally adopted descendants, unless stated otherwise. The phrase *per stirpes* shall mean (1) the division of distributable property into the

number of equal shares sufficient to create one such share with respect to each then living descendant occupying the oldest generation in which there is at least one then living person, and one such share with respect to each deceased descendant occupying the same generation who is then survived by one or more descendants, and (2) distribution of each share so created with respect to a then living descendant to such descendant, and distribution of each deceased descendant's share equally among or between the deceased descendant's children, also *per stirpes* as defined in (l) above.

The word "*testamentary*" shall be construed as meaning *arising after death*, and shall not be construed to imply any requirement of a probate proceeding of any type. All references to the Internal Revenue Code of 1986, as amended (the "Code"), (I.R.C. §) and/or the Treasury Regulations promulgated (Reg. § or Regulation §) shall include any amendments and/or equivalent successor section to said Code or Regulation. Trustee(s) includes any person(s), corporation(s) or other entity(ies) from time to time holding that office as sole Trustee or Co-Trustee.

[The remainder of this page is left blank intentionally. The signature pages of Grantor, Trustee and witnesses to their respective signatures, together with notary acknowledgement follow.]

I, Albert T. Schrader Jr. , the Grantor, and the undersigned witnesses, being duly sworn, do declare to the undersigned officer that the Grantor hereby signs this Declaration of Irrevocable Trust, the Trust Agreement, as her free and voluntary act, in the presence of the witnesses, and the witnesses hereby sign this Trust Agreement, as witnesses to the signature of Grantor of said " Albert T. Schrader Jr. IRREVOCABLE TRUST DATED October 18 , 2011 ."

WITNESSES:

GRANTOR:

[Signature]
(Signature Witness #1)

Albert T. Schrader Jr.
Albert T. Schrader Jr.

Ann L. Travis
(Type or Print Name)

12100 Wornall Rd #339
(Address) KCMO 64145

X Elizabeth L. Revette
(Signature Witness #2)

X Elizabeth L. Revette
(Type or Print Name)

12100 Wornall Rd KCMO 64145 #162
(Address)

X Mary Aldrich
(Signature Witness #3)

X MARY ALDRICH
(Type or Print Name)

12100 Wornall Rd KCMO 64145 #165
(Address)

STATE OF MO)
COUNTY OF Jackson) ss:

On this 18th day of October, 201 1, 11 o'clock A M, before me
Sarah M. Miller (notary name), the undersigned, a notary public in and for the State
of MO, personally appeared the Grantor, Albert T. Schrader, together with:

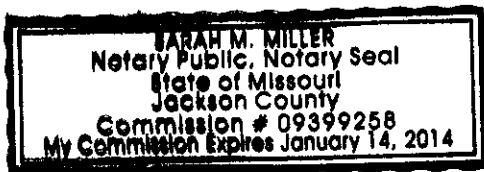
_____, (witness #1),
_____, (witness #2) and
_____, (witness #3),

witnesses to the signature and declaration of the Grantor, to me known to be the person who
executed the foregoing instrument (the Declaration of Irrevocable Trust), and acknowledged to
me that they signed same as their free and voluntary act and deed for the uses and purposes
therein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial
seal the date and year last above written.

Sarah M. Miller
Notary Public

My commission expires:



I, Jean S. Hogan, the Trustee, and the undersigned witnesses, being duly sworn, do declare to the undersigned officer that the Trustee hereby signs this Declaration of Irrevocable Trust, the Trust Agreement, in the presence of the respective witnesses, and the witnesses hereby sign this Trust Agreement, as witnesses to the signature of Trustee of said "Albert T. Schrader Jr. IRREVOCABLE TRUST DATED October 18, 2011."

WITNESSES:

TRUSTEES:

Scarlett Clanton
(Signature Witness #1)

Jean S. Hogan
Jean S. Hogan

Scarlett Clanton
(Type or Print Name)

7500 Airways Blvd.
(Address)

Southaven, MS 38671

Elizabeth R. Street
(Signature Witness #2)

Elizabeth R. Street
(Type or Print Name)

7500 Airways Blvd
(Address)

Southaven MS 38671

Alberta Banks
(Signature Witness #3)

Alberta Banks
(Type or Print Name)

7500 Airways Blvd
(Address)

Southaven MS 38671

STATE OF Mississippi)
COUNTY OF Desoto) ss:
)

On this 4th day of October, 2011, 1:45 o'clock P M, before me
Jennifer Scott (notary name), the undersigned, a notary public in and for the State
of Mississippi, personally appeared the Grantor, Jean Hogan, together with:

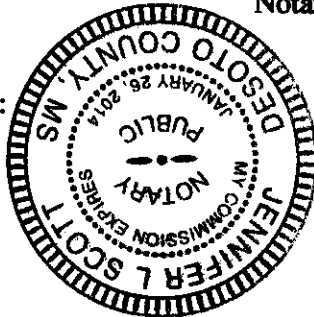
Scarlett Clanton, (witness #1),
Elizabeth Street, (witness #2) and
Alberta Banks, (witness #3),

witnesses to the signatures of Trustees, to me known to be the persons who executed the
foregoing instrument (the Declaration of Irrevocable Trust) and acknowledged to me that they
signed same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial
seal the date and year last above written.

J Scott
Notary Public

My commission expires:



SCHEDULE A

LISTING OF ASSETS TRANSFERRED TO THE
Albert T. Schrader Jr. **IRREVOCABLE TRUST DATED** October 18 , 2011

1. \$10.00 cash
- 2.
- 3.
- 4.

Prepared and return to: Jean S. Hogan
5241 Peach Trail Cove
Southaven, MS 38671
901-828-9569